

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

|  |   |                                |
|--|---|--------------------------------|
| IN THE MATTER OF:                      | ) | Amendment No. 2 to Agreement   |
|  | ) |                                |
| Lower Passaic River Study Area portion | ) |                                |
| of the Diamond Alkali Superfund Site   | ) | U.S. EPA Region 2              |
|  | ) | CERCLA Docket No. 02-2004-2011 |
|  | ) |                                |
| In and About Essex, Hudson, Bergen and | ) |                                |
| Passaic Counties, New Jersey           | ) |                                |
|  | ) |                                |
|  | ) |                                |
| Alcan Corporation, et al.              | ) | PROCEEDING UNDER SECTION       |
|  | ) | 122(h) OF CERCLA,              |
|  | ) | 42 U.S.C. §9622(h)             |

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**I. INTRODUCTION AND JURISDICTION**

1. The Agreement, Index No. 02-2004-2011, was entered into between the United States Environmental Protection Agency ("EPA") and thirty-one Settling Parties and became effective on June 22, 2004, and was amended effective November 9, 2005 to include twelve additional Settling Parties (the "Agreement"). Pursuant to the Agreement the Settling Parties agreed to fund EPA's Future Response Costs, as that term is defined in the Agreement, up to \$10,000,000 and to provide a Contingent Funding Commitment of up to \$750,000.00.
2. The Agreement was issued pursuant to the authority vested in the Administrator of the EPA by Section 122(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h), which authority has been delegated to the Regional Administrators of the EPA and further redelegated to the Director of the Emergency and Remedial Response Division, Region II by EPA Regional Delegation 14-4-D on November 23, 2004. The Agreement was also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, was delegated to the Assistant Attorney General, Environment and Natural Resources Division, U.S. Department of Justice.
3. EPA and the Settling Parties acknowledge that they have negotiated an agreement relating to the Settling Parties' completion of the remedial investigation and feasibility study ("RI/FS") portion of the Lower Passaic River Restoration Project, as more particularly set forth in Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study, CERCLA Docket No. 02-2007-2009 (the

“AOC”). Until the AOC has been approved and executed by the Settling Parties and EPA it is not final and remains subject to the Confidentiality Agreement between EPA and the Settling Parties.

4. Paragraph 8 of the Agreement acknowledges that additional persons or entities may be added to the Agreement under terms agreed upon by EPA and the Settling Parties. Accordingly, this Amendment No. 2 to the Agreement (“Amendment No. 2”) is made and entered into by EPA and the Settling Parties for the purpose of adding the additional Settling Parties listed in Appendix B. Each of these new Settling Parties consents to be bound to the terms and conditions of the Agreement. The terms and conditions of the Agreement are neither altered nor affected by Amendment No. 2 except as expressly provided in Section II below. All Settling Parties consent to enter into Amendment No. 2 and agree not to contest EPA’s jurisdiction to enter into Amendment No. 2.

## **II. AMENDMENT**

5. The Agreement is amended by the following:

- a. The penultimate sentence of Paragraph 4.i is deleted and the final sentence of Paragraph 4.i is replaced by the following:

Through this Agreement the Settling Parties agree to fund EPA’s Future Response Costs for the RI/FS portion of the Project up to \$10,000,000, unless EPA issues one or more Contingent Funding Demands as defined in Paragraph 13, in which case the Settling Parties agree to fund such Future Response Costs up to \$13,150,000.00.

- b. Paragraph 10.j is replaced by the following:

“Non-Settling Parties” shall mean those responsible parties identified in EPA General Notice Letters for the Lower Passaic River Study Area that are not parties to the Agreement.

- c. The final sentence of Paragraph 13 is replaced by the following:

Settling Parties agree to make one or more additional payments for Future Response Costs up to a total of \$3,150,000.00, which amount shall be referred to as the “Contingent Funding Commitment,” subject to the following provisions:

- (i) EPA shall present the Settling Parties with a written demand(s) for the payment of an additional amount up to \$2,400,000, including a description of the RI/FS activities that EPA expects to perform using the funds demanded (the “Contingent Funding Demand”);

(ii) the Settling Parties shall pay the amount specified in a Contingent Funding Demand by making payment within thirty (30) days of the Settling Parties' receipt of the Contingent Funding Demand to the EPA Account identified in Paragraph 12;

(iii) EPA has already presented, and the Settling Parties have paid, a written demand for the payment of an additional amount of \$750,000, and although EPA may issue multiple additional Contingent Funding Demands, the total amount of all such demands shall not exceed the Contingent Funding Commitment;

(iv) EPA will limit the amount of any Contingent Funding Demand to no more than the estimated amount of Future Response Costs in excess of \$10,000,000.00 that EPA believes to be necessary to complete the RI/FS portion of the Project, including reasonable contingencies; and

(v) if EPA incurs less than the amount paid by the Settling Parties in response to any and all Contingent Funding Demands, EPA will return the excess funds remaining in the Diamond Alkali Superfund Site-Lower Passaic River Study Area Special Account to the Settling Parties.

- d. The first two sentences at Paragraph 15 are replaced by the following sentences:

Settling Parties may not dispute any payment of Future Response Costs until EPA has incurred \$10,000,000, or such greater amount to include any and all payments made by Settling Parties in response to a Contingent Funding Demand. After EPA has incurred \$10,000,000, or such greater amount to include any and all payments made by Settling Parties in response to a Contingent Funding Demand, EPA will perform an accounting of all direct and indirect costs relating to Future Response Costs and provide Settling Parties with a "final" SCORPIOS Report supporting those costs.

- e. Paragraph 17 is replaced with the following sentence:

If the Settling Parties fail to make any payment required by Paragraph 11 and/or Paragraph 13 or if Liaison Counsel fails to transfer funds from the Escrow Account to EPA as required by Paragraph 12 by the required due dates, Interest shall accrue on the unpaid balance through the date of payment.

- f. The first sentence of Paragraph 18.a is replaced with the following sentence:

If any amounts due to EPA under Paragraph 11 and/or Paragraph 13 are not paid by the required date, Settling Parties, unless excused by an event EPA determines to be force majeure, shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 17, \$1,000.00 per violation per day that such payment is late.

- g. The second sentence of Paragraph 18.d is replaced with the following sentence:

All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment as required by Paragraph 11 and/or Paragraph 13.

- h. At Paragraph 24.g, the sum "\$10,000,000.00" is replaced by the sum \$13,150,000.00" in each of the four (4) instances that it appears in said Paragraph.
- i. Appendix A is replaced with Appendix A to this Amendment No. 2.

### **III. PUBLIC COMMENT**

6. This Amendment No. 2 to the Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Amendment No. 2 if comments received disclose facts or considerations which indicate that this Amendment No. 2 is inappropriate, improper, or inadequate.

### **IV. ATTORNEY GENERAL APPROVAL**

7. The Attorney General, or his designee, has approved the settlement embodied in this Amendment No. 2 to the Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

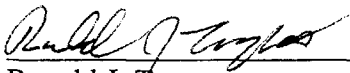
### **V. EFFECTIVE DATE**

8. The effective date of this Amendment No. 2 shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 6 has

closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Amendment No. 2.


IT IS SO AGREED.

For: U.S. Department of Justice

By:   
Ronald J. Tenpas  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
U.S. Department of Justice

June 7, 2007  
Date

For: U.S. Environmental Protection Agency

By:   
George Pavlou  
Director  
Emergency and Remedial Response Division  
USEPA Region II

5/31/07  
Date

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

**Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 20<sup>th</sup> day of March, 2007

For Settling Party: Arkema Inc.

By: \_\_\_\_\_

Richard L. Charter II

Title: President

Legacy Site Services LLC, exclusive agent for Arkema Inc.

Address: Legacy Site Services LLC

1201 Louisiana Street

Houston, TX 77002

Phone Number: 713 483-5041

**SIGNATURE PAGE**

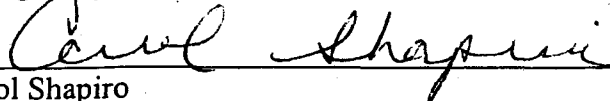
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Agreed this 5<sup>th</sup> day of April, 2007

For Settling Party: Belleville Industrial Center

By: 

Carol Shapiro

Title: President

Address: 681 Main Street, Building 43

Belleville, NJ 07109

Phone Number: (973) 751-0400

**SIGNATURE PAGE**

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Agreed this 13 day of March, 2007

For Settling Party: Chemtura Corporation and Raclaur, LLC as current and former owner of the property f/k/a Atlantic Industries

By: PHILIP TINKLER

Title: PHILIP TINKLER, VP

Address: C/O MARK C. FURSE

1025 Ashland Avenue

Wilmette, IL 60091

Phone Number: 847-251-1614



**SIGNATURE PAGE**

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Agreed this 26 day of March, 2007

For Settling Party: Conopco, Inc. d/b/a Unilever  
has successor to CPC/Bestfoods, former parent  
of the Penick Corporation (facility located at 540  
New York Avenue, Lynchburg, NJ))

By: 

Title: Andrew Shakalis  
Associate General Counsel-  
Address: Environmental & Safety  
as in-house counsel, acting  
on behalf of Conopco, Inc.

700 Sylvan Avenue, Englewood Cliffs NJ 07632

Phone Number: 201 894 2763

**SIGNATURE PAGE**

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Agreed this 19<sup>th</sup> day of March, 2007

For Settling Party: Croda Inc.

By: \_\_\_\_\_

*N. W. Spindel*  
Norman W. Spindel

Title: Attorney and Authorized Agent for Croda Inc.

Address: c/o Lowenstein Sandler PC

65 Livingston Avenue

Roseland, NJ 07068

Phone Number: 973.597.2514

**SIGNATURE PAGE**

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Agreed this 29<sup>th</sup> day of March, 2007

For Settling Party: EDEN WOOD CORPORATION

By: Robert J. Bennett

Title: Attorney for Eden Wood Corporation

Address: Sokol Behof P. Forenzo

229 NASSAU STREET

PRINCETON, NJ 08542

Phone Number: 609-279-0900

**SIGNATURE PAGE**

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Agreed this 26th day of March, 2007

For Settling Party: Robert W. Baker  
EPEC Polymers, Inc. for itself and for EPEC Oil Company Liquidating Trust  
By: Robert W. Baker

Title: Executive Vice President and General Counsel

Address: 1001 Louisiana

Houston, TX 77002

Phone Number: (713) 420-7021

**SIGNATURE PAGE**

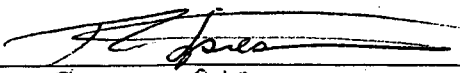
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Agreed this 27<sup>th</sup> day of March, 2007

For Settling Party: Flexco Industries Corp.

By:   
Thomas Spiesman

Title: Counsel

Address: Porzio Bromberg & Newman, P.C.

100 Southgate Parkway

Morristown, NJ 07962

Phone Number: (973) 889-4208

**SIGNATURE PAGE**

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Agreed this 20<sup>th</sup> day of March, 2007

For Settling Party: SHOREFIELD HOLDINGS CO., INC.

By: 

Title: Pres

Address: 10 MIDLAND AVE

WARRINGTON NJ 07057

Phone Number: 973-777-5700

**SIGNATURE PAGE**

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Agreed this 28<sup>TH</sup> day of March, 2007

For Settling Party: 

By: JANE GARONER, GE COMPANY

Title: MANAGER-COUNSEL

Address: 3135 EASTON TURNPIKE

WIL

FAIRFIELD, CT 06828-0001

Phone Number: 610-992-7969

**SIGNATURE PAGE**

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Agreed this 14 day of March, 2007

For Settling Party: GENERAL Motors Corporation

By: James P. Wall

Title: Attorney, General Motors Legal Staff

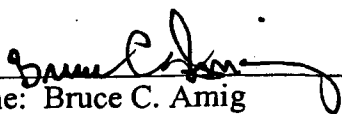
Address: 300 Renaissance Ctr.  
Mail code 482-C24-D24  
P.O. Box 300

Detroit, Mi 48265

Phone Number: (313) 665-4877



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Name: Bruce C. Amig  
Director Global Remediation Services  
Goodrich Corporation

3/15/07  
Date

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Agreed this 16<sup>th</sup> day of March, 2007

For Settling Party: Hercules Chemical Company, Inc.

By: James A. Kosch (James A. Kosch)

Title: Attorney

Address: Reed Smith LLP

136 MAIN ST. — SUITE 250

Princeton, N.J. 08543-7839

Phone Number: 609-514-8545

**SIGNATURE PAGE**

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Agreed this 29<sup>th</sup> day of March, 2007

For Settling Party: HOFFMANN-LA ROCHE INC. on its own behalf and on behalf of its affiliate, Roche Diagnostics.

By: 

FREDERICK C. KENTZ III


Title: VICE PRESIDENT

Address: HOFFMANN-LA ROCHE INC.

340 KINGSLAND STREET

NUTLEY, NEW JERSEY 07110

Phone Number: 973-235-3447

Approved As To Form  
LAW DEPT.  
By 

**SIGNATURE PAGE**

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Agreed this 28<sup>th</sup> day of March, 2007

For Settling Party: Honeywell

By: John J. Morris

Title: John J. Morris, Remediation Portfolio Director

Address: 101 Columbia Road  
Morris Plains, NJ 07962

Phone Number: (973) 455-4003

## SIGNATURE PAGE

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Agreed this 15th day of ~~March, 2007~~ April 2007

For Settling Party: ISP Chemicals LLC

By:   
Steven E. Post

Title: Sr. Vice President - Operations

Address: 1361 Alps Road, Wayne, NJ 07470

Phone Number: 973-628-3413

**SIGNATURE PAGE**

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Agreed this 15 day of March, 2007

For Settling Party: ITT Corporation

By: Kathleen S. Stolar

Title: VP, Secretary & Assoc. General Counsel

Address: 4 West Red Oak Lane

White Plains, NY 10604

Attn: F. Daves, Legal Dept.

Phone Number: 914 641 2148

## SIGNATURE PAGE

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Agreed this 29<sup>th</sup> day of March, 2007

For Settling Party: Millennium Chemicals, Inc. affiliated entities MHC, Inc. (on behalf of itself and Walter Kidde & Company, Inc.) Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation) and Equistar Chemicals LP

By: Deborah W. Krugh  
MHC, Inc. on behalf of itself and Walter Kidde & Company, Inc.

Title: Director, Retained Liabilities and Remediation

Address: One Houston Center, Suite 700  
1221 McKinney Street  
Houston, TX 77010

Phone Number: 713.309.2078

By: Deborah W. Krugh  
Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation)

Title: Director, Retained Liabilities and Remediation

Address: One Houston Center, Suite 700  
1221 McKinney Street  
Houston, TX 77010

Phone Number: 713.309.2078

By: Deborah W. Krugh  
Equistar Chemicals LP

Title: Director, Retained Liabilities and Remediation

Address: One Houston Center, Suite 700  
1221 McKinney Street  
Houston, TX 77010

Phone Number: 713.309.2078

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Agreed this 3<sup>rd</sup> day of <sup>April</sup>~~March~~, 2007

For Settling Party: National-Standard LLC

By: [Signature]

Title: President / CEO

Address: 1631 Lake Street

Niles MI 49120

Phone Number: 312 419 8220



**SIGNATURE PAGE**

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Agreed this 20<sup>th</sup> day of March, 2007

For Settling Party: Seque Corporation

By: [Signature]

Title: Vice President

Address: 200 Park Avenue

100 New York, New York

10166

Phone Number: 212-986-5500

**SIGNATURE PAGE**

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Agreed this 16<sup>th</sup> day of March, 2007

For Settling Party: Sun Chemical Corporation

By: M. M. Cox

Title: Sr. Vice President and General Counsel

Address: 35 Waterview Boulevard

Parsippany, New Jersey 07054

Phone Number: 973-404-6500

**SIGNATURE PAGE**


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Agreed this 16th day of March, 2007

For Settling Party: Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, including its former division Staley Chemical Company)

By:  \_\_\_\_\_

Print Name: John R. Holsinger

Title: Attorney at Law

Settling Party's Address: 2200 East Eldorado Street  
Decatur, IL 62525

Phone Number: (217) 421-2130

Attorney at Law Address: John R. Holsinger, LLC  
Two University Plaza, Suite 300  
Hackensack, NJ 07601

Phone Number: (201) 487-9000

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

**Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 19<sup>th</sup> day of March, 2007

For Settling Party: TEVAL CORP

By: JOE DRISCOLL - Leg

Title: PRESIDENT

Address: C/O CROWELL & MORRIS ATT. RIDGEWAY HALL  
1001 PENNSYLVANIA AVE N.W. OR  
WASHINGTON, D.C. 20004 KIRSTEN NATHANSON

Phone Number: (202) 624-2887

## SIGNATURE PAGE

### IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE DIAMOND ALKALI SUPERFUND SITE

#### Amendment No. 2 to the 122(h) Settlement Agreement

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Agreed this 16<sup>th</sup> day of March, 2007

For Settling Party: Textron Inc.

By: [Signature]

Title: Assistant General Counsel

Address: 40 Westminster Street

Providence, RI

Phone Number: (401) 457-2422

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

**Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 22nd day of March, 2007

For Settling Party: The BOC Group, Inc.

By: James Stewart

Title: Attorney and Authorized Agent for The BOC Group, Inc.

Address: Lowenstein Sandler, P.C.

65 Livingston Avenue

Roseland, NJ 07068

Phone Number: 973.597.2522

## SIGNATURE PAGE

### IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE DIAMOND ALKALI SUPERFUND SITE


#### Amendment No. 2 to the 122(h) Settlement Agreement

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 2/28 day of March, 2007

For Settling Party: The Hartz Consumer Group, Inc., on behalf of The Hartz Mountain Corporation

By: \_\_\_\_\_



Curtis B. Schwartz

Title: Vice Chairman

Address: 400 Plaza Drive

PO Box 1515

Secaucus, New Jersey 07096-1515

Phone Number: 201-348-1200

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

**Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 28th day of March, 2007

For Settling Party: The Newark Group, Inc.

By: James Stewart

Title: Attorney and Authorized Agent for The BOC Group, Inc.

Address: Lowenstein Sandler, P.C.

65 Livingston Avenue

Roseland, NJ 07068

Phone Number: 973.597.2522



IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE

Amendment No. 2 to the 122(h) Settlement Agreement

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

*Tiffany and Company, New York Corporate*

By: 

Name

Patrick B. Dorsey  
Senior Vice President, Secretary  
and General Counsel

Date

3/27/07

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA  
PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

**Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he or she: is fully authorized to represent the Settling Party in this matter; has reviewed the Agreement and is familiar with its terms and conditions; agrees to the terms and conditions of the Agreement and Amendment No. 2 on behalf of the Settling Party; and binds Settling Party to all of the terms and conditions of the Agreement and this Amendment No. 2.

Agreed this 29<sup>th</sup> day of March, 2007

For Settling Party: Wyeth, on behalf of Shulton, Inc.

By: Steven A. Tork

Title: Vice President

Address: Wyeth

5 Giralda Farms

Madison, New Jersey 07940

Phone Number: 973-660-5210

## **SIGNATURE PAGE**

### **IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE DIAMOND ALKALI SUPERFUND SITE**

#### **Amendment No. 2 to the 122(h) Settlement Agreement**

The signatory identified below certifies that he is fully authorized to represent the Settling Parties identified on Appendix C to this Agreement that were signatories to the original Settlement Agreement in this matter; to agree to the terms and conditions of this Amendment No. 2 on behalf of those Settling Parties, and to bind those Settling Parties to all of the terms and conditions of this Amendment No. 2. Settling Parties identified on Appendix C to this Settlement Agreement consent to enter into this Amendment No. 2 and to be bound by its terms. These Settling Parties agree that this Amendment No. 2 neither alters nor affects their substantive obligations under the Agreement.

Agreed this 30<sup>th</sup> day of March, 2007

By: \_\_\_\_\_

William H. Hyatt, Jr.

Title: Liaison Counsel

Address: One Newark Center, 10<sup>th</sup> Floor, Newark, NJ 07102

Phone Number: 973-848-4045

## **Appendix A - Settling Parties**

1. Alliance Chemical, Inc. on behalf of itself and Pfister Chemical, Inc.
2. Arkema Inc.
3. Ashland Inc.
4. BASF Corporation, on its own behalf and on behalf of BASF Catalysts LLC
5. Belleville Industrial Center
6. Benjamin Moore & Co.
7. CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation
8. Celanese Ltd.
9. Chemtura Corporation and Raclaur, LLC as current and former owner of the property f/k/a Atlantic Industries
10. Chevron Environmental Management Company, for itself and on behalf of Texaco, Inc.
11. Coltec Industries
12. Conopco, Inc. d/b/a Unilever (as successor to CPC/Bestfoods, former parent of the Penick Corporation (facility located at 540 New York Avenue, Lyndhurst, NJ))
13. Covanta Essex Company
14. Croda Inc.
15. DiLorenzo Properties Company on behalf of itself and the Goldman /Goldman/DiLorenzo Properties Partnerships
16. E. I. du Pont de Nemours and Company
17. Eden Wood Corporation
18. Elan Chemical Company
19. EPEC Polymers, Inc. on behalf of itself and EPEC Oil Company Liquidating Trust
20. Essex Chemical Corporation
21. Flexon Industries Corp.
22. Franklin-Burlington Plastics, Inc.
23. Garfield Molding Co., Inc.
24. General Motors Corporation
25. General Electric Company
26. Givaudan Fragrances Corporation (Fragrances North America)
27. Goodrich Corporation on behalf of itself and Kalama Specialty Chemicals, Inc.
28. Hercules Chemical Company, Inc.

29. Hess Corporation, on its own behalf and on behalf of Atlantic Richfield Company
30. Hexcel Corporation
31. Hoffmann-La Roche Inc. on its own behalf, and on behalf of its affiliate Roche Diagnostics
32. Honeywell International Inc.
33. ISP Chemicals LLC
34. ITT Corporation
35. Kao Brands Company
36. Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership
37. Lucent Technologies Inc.
38. Mallinckrodt Inc.
39. Millennium Chemicals, Inc. affiliated entities MHC, Inc. (on behalf of itself and Walter Kidde & Company, Inc.), Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation) and Equistar Chemicals LP
40. National-Standard LLC
41. Newell Rubbermaid Inc., on behalf of itself and its wholly-owned subsidiaries Goody Products, Inc. and Berol Corporation (as successor by merger to Faber-Castell Corporation)
42. News Publishing Australia Ltd. (successor to Chris-Craft Industries)
43. Novelis Corporation (f/k/a Alcan Aluminum Corporation)
44. NPEC Inc.
45. Occidental Chemical Corporation (as successor to Diamond Shamrock Chemicals Company)
46. Otis Elevator Company
47. Pfizer, Inc.
48. Pharmacia Corporation (f/k/a Monsanto Company)
49. PPG Industries, Inc.
50. Public Service Electric and Gas Company
51. Purdue Pharma Technologies, Inc.
52. Quality Carriers, Inc. as successor to Chemical Leaman Tank Lines, Inc.
53. Reichhold, Inc.
54. Revere Smelting and Refining Corporation

55. Safety-Kleen Envirosystems Company by McKesson, and McKesson Corporation for itself
56. Sequa Corporation
57. Sun Chemical Corporation
58. Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, including its former division Staley Chemical Company)
59. Teva Pharmaceuticals USA, Inc. (f/k/a Biocraft Laboratories, Inc.)
60. Teval Corporation
61. Textron Inc.
62. The BOC Group, Inc.
63. The Hartz Consumer Group, Inc., on behalf of The Hartz Mountain Corporation
64. The Newark Group
65. The Sherwin-Williams Company
66. The Stanley Works
67. Three County Volkswagen
68. Tiffany and Company
69. Vertellus Specialties Inc. f/k/a Reilly Industries, Inc.
70. Vulcan Materials Company
71. Wyeth, on behalf of Shulton, Inc.

## **Appendix B - Additional Settling Parties**

1. Arkema Inc.
2. Belleville Industrial Center
3. Chemtura Corporation and Raclaur, LLC as current and former owner of the property f/k/a Atlantic Industries
4. Conopco, Inc. d/b/a Unilever (as successor to CPC/Bestfoods, former parent of the Penick Corporation (facility located at 540 New York Avenue, Lyndhurst, NJ))
5. Croda Inc.
6. Eden Wood Corporation
7. EPEC Polymers, Inc. on behalf of itself and EPEC Oil Company Liquidating Trust
8. Flexon Industries Corp.
9. Garfield Molding Co., Inc.
10. General Electric Company
11. General Motors Corporation
12. Goodrich Corporation on behalf of itself and Kalama Specialty Chemicals, Inc.
13. Hercules Chemical Company, Inc.
14. Hoffmann-La Roche Inc. on its own behalf, and on behalf of its affiliate Roche Diagnostics
15. Honeywell International Inc.
16. ISP Chemicals LLC
17. ITT Corporation
18. Millennium Chemicals, Inc. affiliated entities MHC, Inc. (on behalf of itself and Walter Kidde & Company, Inc.), Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation) and Equistar Chemicals LP
19. National-Standard LLC
20. Sequa Corporation
21. Sun Chemical Corporation
22. Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, including its former division Staley Chemical Company)
23. Teval Corporation
24. Textron Inc.
25. The BOC Group, Inc.
26. The Hartz Consumer Group, Inc., on behalf of The Hartz Mountain Corporation

27. The Newark Group
28. Tiffany and Company
29. Wyeth, on behalf of Shulton, Inc.



### Appendix C

1. Alliance Chemical, Inc. on behalf of itself and Pfister Chemical, Inc.
2. Ashland Inc.
3. BASF Corporation, on its own behalf and on behalf of BASF Catalysts LLC
4. Benjamin Moore & Co.
5. CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation
6. Celanese Ltd.
7. Chevron Environmental Management Company, for itself and on behalf of Texaco, Inc.
8. Coltec Industries
9. Covanta Essex Company
10. DiLorenzo Properties Company on behalf of itself and the Goldman /Goldman/DiLorenzo Properties Partnerships
11. E. I. du Pont de Nemours and Company
12. Elan Chemical Company
13. Essex Chemical Corporation
14. Franklin-Burlington Plastics, Inc.
15. Givaudan Fragrances Corporation (Fragrances North America)
16. Hess Corporation, on its own behalf and on behalf of Atlantic Richfield Company
17. Hexcel Corporation
18. Kao Brands Company
19. Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership
20. Lucent Technologies Inc.
21. Mallinckrodt Inc.
22. Newell Rubbermaid Inc., on behalf of itself and its wholly-owned subsidiaries Goody Products, Inc. and Berol Corporation (as successor by merger to Faber-Castell Corporation)
23. News Publishing Australia Ltd. (successor to Chris-Craft Industries)
24. Novelis Corporation (f/k/a Alcan Aluminum Corporation)
25. NPEC Inc.
26. Occidental Chemical Corporation (as successor to Diamond Shamrock Chemicals Company)

27. Otis Elevator Company
28. Pfizer, Inc.
29. Pharmacia Corporation (f/k/a Monsanto Company)
30. PPG Industries, Inc.
31. Public Service Electric and Gas Company
32. Purdue Pharma Technologies, Inc.
33. Quality Carriers, Inc. as successor to Chemical Leaman Tank Lines, Inc.
34. Reichhold Chemicals, Inc.
35. Revere Smelting and Refining Corporation
36. Safety-Kleen Envirosystems Company by McKesson, and McKesson Corporation for itself
37. Teva Pharmaceuticals USA, Inc. (f/k/a Biocraft Laboratories, Inc.)
38. The Sherwin-Williams Company
39. The Stanley Works
40. Three County Volkswagen
41. Vertellus Specialties Inc. f/k/a Reilly Industries, Inc.
42. Vulcan Materials Company